

A REQUEST FOR PROPOSAL (RFP) FOR:

LOCAL FOOD AND DRINK CONCESSION

IN SELECT CITY OF FITCHBURG PARKS



Issued by:

City of Fitchburg Parks, Recreation, and Urban Forestry Department

Friday, March 2, 2018

For further information regarding this RFP, contact:

Scott Endl

Director of Parks, Recreation, and Urban Forestry

(608) 270-4288

scott.endl@fitchburgwi.gov

Proposals must be submitted by:

4:00 p.m.

Friday, March 23, 2018

LATE PROPOSALS WILL BE REJECTED.

TABLE OF CONTENTS

1.0 GENERAL INFORMATION

1.1.	BACKGROUND AND SUMMARY	1
1.2.	OBJECTIVE	2
1.3	LOCATIONS	2

2.0 PROPOSAL

2.1.	PROPOSAL SUBMISSION AND CONTACT INFORMATION	5
2.2.	PROPOSAL CONTENT	6
2.3.	PROPOSAL ORGANIZATION	7
2.4.	PROPOSAL EVALUATION AND AWARD	8

3.0 CONTRACT TERMS AND CONDITIONS

3.1.	INSURANCE REQUIREMENTS.....	8
3.2.	OWNERSHIP	8
3.2.	CONFLICT OF INTEREST	9
3.2.	REGULATIONS	9

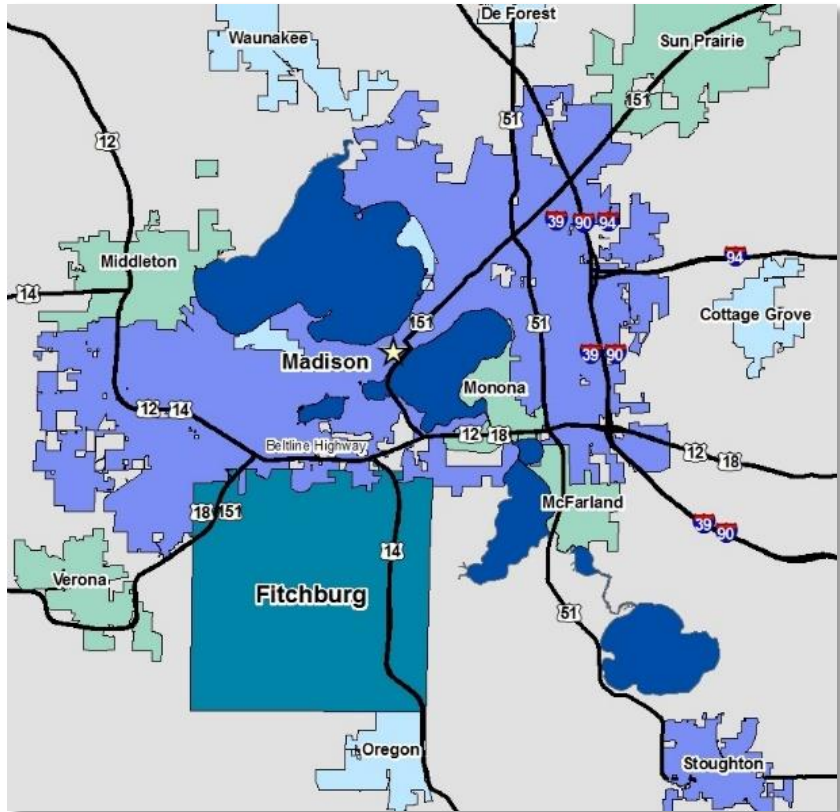
APPENDIX A – SAMPLE LANGUAGE – SELECTED PROPOSER(S) – REQUIRED CONTRACTUAL PROVISIONS	10
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1.0 GENERAL INFORMATION

1.1 BACKGROUND AND SUMMARY

The City of Fitchburg (hereafter “City”) is a community of over 26,000 residents, sharing its northern border with the southern border of the City of Madison, a community of approximately 250,000 residents.

Fitchburg is an economically and racially diverse city, containing over 22,000 acres within its municipal borders, with approximately 11,000 acres in agricultural use. The City strives for “sustainable and regenerative growth”, with the ultimate end of creating a desirable community in which to live, work, and play. Fitchburg has an integrated regional transportation network, varied housing stock, a diverse commercial/industrial base, three quality public school districts (Madison Metropolitan, Verona Area, and Oregon), and a comprehensive parks, outdoor recreation, and trail system.



The City is seeking to enhance its park system by providing a variety of recreational opportunities to a diverse user profile while concurrently strengthening the local food system. In accordance with the City’s *Parks, Open Space, and Recreation Plan: 2015-2020* (Adopted: May 10, 2016), the City is exploring opportunities for distribution of local food and/or drink products at select City of Fitchburg park properties.

This Request for Proposals (hereafter “RFP”) calls for local food/drink entrepreneurs (hereafter “Proposer(s)”) to submit proposals to operate one (1) or more local food and/or drink concessions within select City of Fitchburg parks. The Proposer shall provide sufficient evidence that the proposed concession will provide excellent customer service, quality food/drink products substantially sourced from Wisconsin (where applicable), generate revenue in the form of commission for the City’s park system, and represent the City and its park system in a positive light.

Examples of potential food/drink products to be sold through the concession include but are not limited to the following **a. – e.**:

- a.** Beer and/or wine;
- b.** Coffee;
- c.** Sandwiches;
- d.** Pastries;
- e.** Ice cream;

The operation of the proposed concession is contingent on meeting all City requirements stated in this RFP. The selected Proposer(s) shall enter into an annual contract with the City to operate said concession (hereafter “Agreement”). Unless the Proposer proposes another form of compensation, an annual fee, based on a fixed percentage of all pre-tax sales, shall be paid to the City. City of Fitchburg park hours run from 6 a.m. to 10 p.m. The selected Proposer(s) concession shall not operate outside of the aforementioned hours, with said concession subject to additional operating hour restrictions.

This RFP does not call for nation-wide “franchises”, rather the City is seeking concession enterprises in the form of “smaller-scale” food/drink businesses that utilize predominately locally-sourced ingredients from Wisconsin (where applicable) to create food and/or drink products.

The selected Proposer(s) may be requested by the City to attend various public meetings, and present their proposal before the Common Council, select City bodies, and the general public.

1.2 **OBJECTIVE**

The objective of this RFP is to grant a contract with a Proposer that successfully meets and exceeds the requirements determined by the City, in accordance with the following **a. – b.:**

- a. Proposer shall provide a variety of food and/or drink products predominately sourced from Wisconsin (where applicable), in a manner welcoming of all customers including families;
- b. Proposer shall promote the City of Fitchburg parks system through marketing and service, contributing to the atmosphere of the parks in which the concession is located, and attracting users to said parks;

1.3. **LOCATIONS**

City park properties (hereafter individually “Property” or collectively “Properties”) available for local food/drink concessions, in accordance with this RFP, are as follows, **a. – d.:**

- a. McKee Farms Park;
- b. Dawley Conservancy;
- c. Parks hosting organized recreational leagues/tournaments, including but not limited to McGaw Park;
- d. Other City parks in accordance with the map located at the following link:
<http://www.fitchburgwi.gov/Facilities?clear=False>

McKee Farms Park, Dawley Conservancy, and McGaw Park have high-user counts and are located adjacent to major regional transportation corridors. **This RFP calls for a more permanent concession presence at McKee Farms Park and/or Dawley Conservancy, utilizing existing or expanded facilities, and a more temporary, moveable presence, such as a food/drink cart or truck operation, at parks hosting organized recreational leagues/tournament, including McGaw Park. McKee Farms Park is the only location with the capacity (limited) for food preparation. The RFP does not call for a specific type of proposal at any other City park.**

The City *Parks, Open Space and Recreation Plan* calls for the development of use “themes” at select City “signature” parks, including McKee Farms Park, Dawley Conservancy, and McGaw Park. These “themes” are intended to focus on a few related uses and amenities at said parks, to enhance identity and diverse recreational and economic development opportunities for the City, as well as draw users to these parks from throughout the region. An important component of theme development at these signature parks is the addition of local food/drink concession enterprises. Proposers, at their discretion, may choose to formulate a proposal that enhances themes at McKee Farms Park, Dawley Conservancy, and/or McGaw Park.

The following provides further detail on potential concession locations:

- a. **McKee Farms Park:** This park is designated with a “central park” theme and is located south of McKee Road and west of Fish Hatchery Road. This 58.1-acre property is the City’s most heavily-used park, is centrally-located, and has a large pavilion suitable for food/drink service (prep space, sink, refrigerator/freezer, microwave, and service window), a splash pad, playgrounds, basketball courts, soccer fields, ball diamonds, tennis courts, a path system, and restrooms. Additionally, this park hosts regional festivals including Fitchburg Days and Festa Italia.



McKee Farms Park Location

Source: City of Fitchburg



McKee Farms Park Pavilion

Source: City of Fitchburg



McKee Farms Park Splash Pad

Source: City of Fitchburg

- b. **Dawley Conservancy** – This nature park is designated with a “biking” theme and is located north of McKee Road, both east and west of Seminole Highway. This 38.9-acre property contains an observation deck with restrooms, path system, bike repair/maintenance station and informational kiosk. The Dawley Bike Hub, the convergence of five (5) major recreational trails, the Badger State Trail, Capital City State Trail, Military Ridge State Trail, Southwest Commuter Path, and Cannonball Path, is also located at the conservancy. The Madison Area Transportation Planning Board undertook a 2-hour (4:00 – 6:00 p.m.) bicycle count, comprising 169 trail users, at the Bike Hub on a Tuesday in May 2015.



McKee Farms Park Pavilion Prep Space

Source: City of Fitchburg



Dawley Conservancy Restrooms
Source: City of Fitchburg



Dawley Conservancy Observation Deck
Source: City of Fitchburg



Dawley Bike Hub
Source: The Capital Times



Dawley Conservancy Location
Source: City of Fitchburg

c. Parks hosting regular organized leagues, including but not limited to McGaw Park – McGaw Park is designated with a “sport fields” theme is located south of Lacy Road and west of S. Syene Road. This 65-acre property is a heavily-used park, with an ultimate frisbee field, four lighted ball diamonds, shelter, playground, basketball court, tennis courts, path system, and restrooms. Additionally, this park hosts adult softball leagues, an ultimate Frisbee league, and multiple tournaments throughout the year.

d. Other City of Fitchburg parks – The City has a wide variety of other parks with various amenities. The locations of these other parks can be viewed at the following link:

<http://www.fitchburgwi.gov/Facilities?clear=False>



McGaw Park Ball Fields
Source: City of Fitchburg



McGaw Park Location
Source: City of Fitchburg

2.0 PROPOSAL

2.1. **PROPOSAL SUBMISSION AND CONTACT INFORMATION**

Proposers shall submit one (1) electronic version of all materials required for acceptance of their proposal by 4:00 p.m. Friday, March 23, 2018, to the following email:

Scott Endl, Director of Parks, Recreation, and Urban Forestry
City of Fitchburg

Email: scott.endl@fitchburgwi.gov

If the Proposal is larger than 10 megabytes, please use the following “dropbox” URL to submit an electronic version of all materials: <https://dropbox.fitchburgwi.gov/> (register)

Please include the following as a subject line in submittal of your materials: *Local Food and Drink Concession Submittal – Select City of Fitchburg Parks*.

No oral, fax, or telephone proposals will be accepted. All costs directly or indirectly related to preparation of a proposal in response to this RFP or any oral presentation required to supplement or clarify a proposal shall be the sole responsibility of the Proposer. This includes charges for delivery, insurance, license fees, permits, preparation costs, and any other costs. All proposals submitted shall be valid for a minimum period of ninety (90) days after the date of the proposal opening.

Late proposals will not be considered for review. The City reserves the right to determine the timeliness of all proposals submitted. The City reserves the right to extend the deadline for proposal submission should such action be in the best interest of the City.

In the event the proposal submission deadline is extended, Proposers will have the right to revise their proposal. Proposals may be withdrawn by written request, signed by an authorized representative of the submitting entity, and submitted to City prior to the scheduled closing time for receipt of proposals.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP and the contents of the proposal submitted by the successful Proposer may become contractual obligation if an Agreement is awarded. Failure of the successful Proposer to accept these obligations may result in cancellation of the award. The City reserves the right to either reject any or all proposals if it deems such to be in the best interest of the County and the general public, or to withdraw this RFP at any time without prior notice for any reason, without making an award, if it deems such to be in the best interest of the City and the general public. All proposals submitted in response to this RFP shall become the property of the City.

Any questions concerning this RFP should be directed to the following, in written form via e-mail or standard mail:

Scott Endl, Director of Parks, Recreation, and Urban Forestry
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

Email: scott.endl@fitchburgwi.gov

Responses to all questions and any revisions/amendments and/or supplements to the RFP will be provided to all those recipients that received this RFP directly from the City, and those that received this RFP from a party authorized to distribute this RFP by the City.

2.2 PROPOSAL CONTENT

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Proposals shall not exceed twenty (20) pages. Expensive bindings and promotional materials are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and clarity of content. Proposers shall respond to all questions as thoroughly as possible. Any omission or deviation from the stipulations and requirements identified in this RFP may be cause for the rejection of the entire proposal.

All proposals shall contain all of the following elements, **a. – g.**:

a. COVER LETTER, to include all of the following:

- i. Identification of key personnel, including title and position;
- ii. Mailing address, phone/fax number, and email address for primary proposal contact;
- iii. A statement that the Proposer confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions, or with exceptions as noted in **2.2 g.** herein;

b. BUSINESS INFORMATION, to include all of the following:

- i. Full legal name and primary mailing address of company;
- ii. Organizational structure of the company (i.e. corporation, partnership, joint venture, or sole proprietorship):
- iii. Company stability, to include the following:
 - a. Name and location of the food/drink enterprise;
 - b. Number of years operating a food/drink enterprise;
 - c. Number of years holding either a Class B or liquor license (if applicable);
 - d. License number and the jurisdiction granting said license (if applicable);
 - e. Number of employees proposed at the potential concession enterprise identified in the proposal;

c. DESIRED PROPERTIES AND POTENTIAL FOOD/DRINK PRODUCTS, to include all of the following:

- i. Rank the top three (3) Properties, as identified in **1.3** herein, in order of desirability for proposed concession enterprise (i.e. 1. most desirable);
- ii. List the top fifteen (15) food/drink products to be sold through the concession, including suggested retail price. Please include size and weight of products in ounces (if applicable).

d. PROPOSED PROPERTY INFRASTRUCTURE USE AND IMPROVEMENTS, to include all of the following:

- i. Identification of use of existing Property infrastructure (pavilions, shelters, etc.);
- ii. If applicable, identification of proposed new Property infrastructure and landscaping, to include detailed building and landscaping plans, and cost estimates thereof;
- iii. If applicable, a timeline for the completion of proposed new Property infrastructure and landscaping;

e. MARKETING PLAN, to include all of the following:

- i. Describe how the proposed concession enterprise will be marketed and how said concession will enhance the Property. Please include specifics related to advertising, signage, on-line websites, etc.

f. FINANCIAL OFFER, to include all of the following:

- i. A statement indicating the vendor shall pay the City an annual Property lease fee, based on a percent of annual gross receipts* from the concession, or another form of compensation, to be suggested by the Proposer, for the term of the Agreement:

** "Gross Receipts" is defined as the total of all receipts (cash, checks, credit cards) derived from the rental or sales of all merchandise associated with the concession, less sales tax. Deductions for client non-payments or bad-debt expenses are not allowed.*

g. EXCEPTIONS, to include all of the following:

- i. If the Proposer takes exception or requires clarification on any points of the RFP before signing an Agreement with the City, please list items. With each exception, please state proposed wording. All proposed exceptions are subject to the discretion and approval of the City. Should the Proposer and the City be unable to resolve any exceptions to the mutual satisfaction of both parties, the City reserves the right to reject the Proposer's proposal from any further consideration.

If no exceptions are listed in the proposal submitted in response to this RFP, Proposer indicates agreement to all terms and conditions contained in this RFP, including all appendices.

If exceptions are listed in said proposal, the Proposer agrees to all terms and conditions contained in this RFP, with those noted exceptions.

2.3 PROPOSAL ORGANIZATION

To expedite proposal evaluation and selection, each Proposer shall organize its proposal as described in the following. Proposals which do not follow the specified organization outlined in the following may be deemed incomplete and disqualified from the proposal evaluation and award process.

All required proposal elements shall be labeled clearly with a text heading as identified below, a. – g. (with the exception of the cover letter):

- a. Cover Letter;
- b. Business Information;
- c. Desired Properties and Potential Food/Drink Products;
- d. Proposed Property Use and Infrastructure Improvements;

- e. Marketing Plan;
- f. Financial Offer;
- g. Exceptions;

Furthermore, proposal content under the aforementioned a. – g. shall be organized under letter and Roman numeral headings as identified in 2.2 herein. Proposals shall be submitted in electronic format and shall not exceed twenty (20) pages.

2.4 PROPOSAL EVALUATION AND AWARD

The City reserves the right to request additional information to clarify a submitted proposal. Furthermore, the City reserves the right to conduct such investigations as it considers appropriate with respect to the qualifications of each Proposer and any information contained in its proposal.

All complete and accurate proposals will be reviewed by a selection committee who shall make a recommendation to the City of Fitchburg Parks Commission for award of a concession agreement(s). In seeking the best and highest quality of services, the following criteria, **a. – e.**, shall be utilized in proposal evaluations, with each proposal scored and ranked in accordance with said criteria. No one criterion or combination of criteria will be controlling in the selection process.

- a. Qualifications and experience of the Proposer in providing food/drink concessions;
- b. Aesthetic appeal and uniqueness of the proposed concession as it relates to enhancing the Property and user profile thereof;
- c. The extent that the products are locally-sourced (where applicable), quality of products, and reasonableness of pricing;
- d. Marketing plan;
- e. Revenue to the City;

Select Proposers may be required to make oral presentations to supplement their proposals, if requested by the City. Oral presentations shall be conducted March 27 - 29, 2018, if needed. The City may choose to conduct these interviews by conference call. The City will make every reasonable attempt to schedule each presentation at a time agreeable to the Proposer.

Failure of a Proposer to conduct a presentation to the City on the date scheduled may result in rejection of the proposal.

The City reserves the right to waive any or all irregularities in the RFP process; to reject any or all proposals if it deems such to be in the best interest of the City and the general public; to cancel this RFP at any time for any reason without making an award if it deems such to be in the best interest of the City and the general public; or to make an award for a longer or shorter period than as indicated in **1.1** herein.

3.0 Contract Terms and Conditions

3.1 INSURANCE REQUIREMENTS

The selected Proposer(s) must meet the City of Fitchburg Insurance Requirements.

3.2 OWNERSHIP

All documents, graphics, maps, and exhibits produced by the selected Proposer(s) as part of a proposal in response to this RFP shall be provided to the City, become the property of the City, and are to be available to the City in any manner the City deems appropriate.

3.3 CONFLICT OF INTEREST

The Proposer certifies that to the best of its knowledge no employee of the City, nor any member thereof, nor any public agency or official affected by any Agreement that results from this RFP, has any pecuniary interest in the business of the Proposer, and that no person associated with the Proposer has any interest that would conflict in any manner with the performance of the Agreement.

3.4. REGULATIONS

The Proposal shall meet all current, pending and future regulatory requirements of all authorities having jurisdiction over its design, construction and operation, including the Federal, State and local laws and statutes including Dane County and the City.

The Proposer shall fully comply with all applicable laws, regulations, and building codes governing non-discrimination in public accommodations and commercial facilities, including without limitation, the requirements of the Americans with Disabilities Act and all regulations thereunder. No Agreement shall be awarded to any person, firm, joint venture, or corporation that is in arrears or is in default to the City upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation to the City.

APPENDIX A.

SAMPLE LANGUAGE - SELECTED PROPOSER(S) – REQUIRED CONTRACTUAL PROVISIONS

4.0 REQUIRED CONTRACTUAL PROVISIONS

The following, **4.1 – 4.9**, are selected areas of contractual provisions which will be required of the selected Proposer(s). Any award of contract resulting in an Agreement between the City and a Proposer will be "exclusive" as to food and drink concession at the selected Properties only. The City reserves the right to award a contract with one (1) or more additional Proposers to provide food/drink in other areas of the Properties.

4.1 TERM

The term of the Agreement shall be for one (1) year, effective on the date of execution, with a possibility for additional consecutive one (1) year options, if mutually agreeable to the City and Proposer (hereafter "Parties").

4.2 HOURS OF OPERATION

The Parties agree to negotiate the hours of operation, days of service, and length of the operating season, which approvals shall not be unreasonably conditioned or delayed. The Parties agree to meet prior to June 1 to mutually agree upon the days and hours of operation.

4.3 INSURANCE

The selected Proposer shall acquire and maintain the established insurance and liability limits for this Concession. Such evidence shall include insurance coverage in the following minimum amounts:

a. Type of Coverage/Minimum Limits

- i. Commercial General Liability: \$1,000,000 Per Occurrence;
- ii. Bodily Injury and Property Damage (including Personal Injury, Fire Legal, Contractual & Products/Completed Operations) \$1,000,000 General Aggregate;
 - i. Liquor Liability \$1,000,000;
 - ii. Automobile Liability: Bodily Injury & Property Damage: \$1,000,000 per Accident;
- iii. All Autos-Owned, non-owned and/or hired and uninsured motorists: Per Wisconsin requirements;
 - iv. Wisconsin Workers' Compensation or Proof of All States Coverage: Statutory;
 - v. Employers' Liability \$100,000/\$500,000/\$100,000;

- b. The City will be named as an additional insured for General Liability and Automobile Liability. A waiver of subrogation for Workers Compensation by endorsement in favor of the City shall be provided. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the City.

4.4 PUBLIC ACCESS

The Proposer understands that the premises is part of a public park and is to remain open and accessible to the public in a manner that is compatible with the use of the facilities as contemplated by the Agreement.

4.5 TAXES

The Proposer shall pay all taxes of whatever character which may be levied, or per Wisconsin requirements, charged upon the Proposer to use the Property and its facilities, or upon the improvements, fixtures, equipment or other property, or upon the operations under the Agreement.

4.6 CLEANLINESS

Proposer shall, at its own expense, keep the premises and the surrounding area, at least twenty-five (25) feet, clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and vendor shall prevent any such matter or material from being or accumulating upon said premises. Proposer, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the City receptacles. The Proposer will incur the cost of all excessive garbage pick-up from the Concession during the term of the Agreement.

4.7 EQUIPMENT MAINTENANCE

Proposer shall, at all times and at its own expense, keep and maintain all equipment, whether owned or installed by Proposer or the City, such as, but not limited to, all of the fixtures, plate and mirror glass, equipment, and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. No equipment provided by the City shall be removed or replaced by Proposer without the prior written consent of the City Parks, Recreation, and Urban Forestry Director, and if consent is secured, such removal or replacement shall be at the expense of Proposer.

4.8 CONCESSIONARE OBLIGATIONS

The Proposer shall be obligated to the following, **a. – m.**:

- a. Provide food, drink, and other concessionable products and services to meet or exceed the needs and expectations of the public and the City;
- b. Meet all local health code requirements;
- c. Obtain all necessary permits and licensing for the operation of a food/drink concession;
- d. Provide any equipment necessary for the proposed concession that is not already provided by the City;
- e. Reimburse the City for any repairs of the Property or equipment due to the negligence of the Proposer or its employees;
- f. Maintain all equipment and surroundings in a state of cleanliness and repair to prevent injuries to the public;
- g. Be responsible for keeping the concession facility and the immediate outside area free of trash and litter;
- h. Operate as an independent contractor responsible for all applicable taxes, including sales tax and withholding tax;
- i. By a date agreed upon by the Proposer and the City, furnish a detailed monthly statement of receipt (format to be agreed upon) along with the commission payments to the City;
- j. Provide all advertising and signage for the operation of the concession;
- k. Allow for inspection by the appropriate City staff at all times;
- l. Comply with all current City practices, including compliance with current City agreements, and forgoing the sale of glass bottles, gum, and tobacco products;